REMARKS

This is a full and timely response to the outstanding non-final Office Action mailed August 10, 2007. Through this response, claims 1, 3, and 13 have been amended, new claims 15-17 have been added, and claim 2 has been canceled without prejudice, waiver, or disclaimer. Reconsideration and allowance of the application and pending claims 1 and 3-17 are respectfully requested.

I. Claim Rejections - 35 U.S.C. § 101

Claims 1-14 have been rejected under 35 U.S.C. § 101 allegedly because the claimed invention is directed to non-statutory subject matter; the Office Action specifically alleges on page 2 that the claims are abstract ideas without a practical application, and the claims do not produce a useful, concrete, and tangible result. Applicant submits that the rejections of the claims have been rendered moot by the above-described amendments.

MPEP 2106 states that "the utility of an invention has to be (i) specific, (ii) substantial and (iii) credible. MPEP § 2107 and *Fisher*, 421 F.3d at 1372, 76 USPQ2d at 1230 (citing the Utility Guidelines with approval for interpretation of "specific" and "substantial")." Regarding a tangible result, the MPEP states that "the process claim must set forth a practical application of that judicial exception to produce a real-world result. *Benson*, 409 U.S. at 71-72, 175 USPQ at 676-77 (invention ineligible because had "no substantial practical application.")." Regarding a concrete result, the "process must have a result that can be substantially repeatable or the process must substantially produce the same result again. *In re Swartz*, 232 F.3d 862, 864, 56 USPQ2d 1703, 1704 (Fed. Cir. 2000) (where asserted result produced by the claimed invention is "irreproducible" claim should be rejected under section 101)." Further, the Overview of

Interim Guidelines for Subject Matter Patentability (published November 22, 2005, and available on the USPTO website at:

www.uspto.gov/web/offices/pac/compexam/interim_guide_subj_matter_eligibility.html)

states:

> For example, merely determining or calculating a price may not be held to be a tangible result, instead reasonably being interpreted as just a thought or a computation within a processor; however, calculating a price of an item to sell and then conveying the calculated price to a potential customer would be a tangible result.

Independent claims 1 and 13 have been amended to recite, "providing the loan in the determined amount by the financing party to the creditor", which is a concrete, useful and tangible result under 35 U.S.C. § 101. Providing a loan in an amount determined by a process is concrete, in that it is a specific, substantial, and credible result. It is a real world result, so it is tangible. Lastly, it is the result of a repeatable process, and therefore concrete. Providing a loan in a determined amount to a creditor is equivalent to offering a calculated price to a potential customer. Therefore, Applicant respectfully submits that the rejections of the claims have been rendered moot, and respectfully requests that the rejections of claims 1-14 be withdrawn.

II. Claim Rejections - 35 U.S.C. § 102

A. Statement of the Rejection

Claims 1-14 have been rejected under 35 U.S.C. § 102(e) as being allegedly anticipated by *DeGroeve et al.* ("*DeGroeve*," U.S. Pat. No. 7,206,768). Applicant respectfully traverses this rejection.

B. Discussion of the Rejection

It is axiomatic that "[a]nticipation requires the disclosure in a single prior art reference of each element of the claim under consideration." *W. L. Gore & Associates,*

Inc. v. Garlock, Inc., 721 F.2d 1540, 1554, 220 USPQ 303, 313 (Fed. Cir. 1983). Therefore, every claimed feature of the claimed invention must be represented in the applied reference to constitute a proper rejection under 35 U.S.C. § 102.

In the present case, not every feature recited, for example in independent claims 1 and 13, is represented in the *DeGroeve* reference. Accordingly, Applicant respectfully submits that this rejection is traversed and that the rejection should be withdrawn. Applicant discusses the *DeGroeve* reference and Applicant's claims in the following.

Independent Claim 1, as amended, recites, "c) determining a rating from the at least part of the accounting data; d) determining an amount of the loan based on the rating; and e) providing the loan in the determined amount by the financing party to the creditor." The Office Action asserts on page 3 in reference to claim 3 that subparts (c) and (d) are disclosed in *DeGroeve*, column 3, lines 38-67, column 4, lines 1-24, column 18, lines 23-67, and column 19, lines 1-17. These specific citations do not support the Office Action's assertions. These citations do not disclose the recitations of claim 1. The first citation, to the bottom of column 3 and the top of column 4, generally discloses an accounts receivable and accounts payable system that allows creditor participants to both manually and automatically enter accounts receivable information into a data storage system, to create electronic invoices, and to present the electronic invoices to the debtors for authorization or rejection, allowing debtor participants to create electronic responses that either authorize or reject the presented invoices. The system also allows a creditor participant and a debtor participant to a transaction to confirm an electronic invoice. The second citation, to the lower portion of column 18 and the top portion of column 19, describes an accounts receivable and accounts payable system that comprises an invoicing and authorization system that includes invoice creation means, invoice presentation means, and an invoice authorization means. *DeGroeve*, however, does not

disclose, for example, how to determine an amount of a loan based on outstanding invoices. Even assuming, *arguendo*, that *DeGroeve* discloses allowing third parties (e.g., banks) to review financial information stored in a database of accounts receivable and accounts payable so that the third party may make a decision as to whether to offer funds to a debtor or creditor in column 36, line 32-column 37, line 47, *DeGroeve* does not disclose anywhere determining a rating from accounting data, and providing a loan by a financing party to a creditor in an amount determined by that rating.

Therefore, Applicant respectfully submits that claim 1 is not anticipated by *DeGroeve*, and requests that the rejection of the claim be withdrawn. Independent claim 13 has been amended to recite "c) determining a rating from the at least part of the accounting data; d) determining an amount of the loan based on the rating; and e) providing the loan in the determined amount by the financing party to the creditor", and is allowable for the same reasons as claim 1.

Because independent claims 1 and 13 are allowable over *DeGroeve*, dependent claims 3-12 and 14 are allowable as a matter of law for at least the reason that the dependent claims 3-12 and 14 contain all elements of their respective base claim. See, *e.g.*, *In re Fine*, 837 F.2d 1071 (Fed. Cir. 1988).

Additionally, claims 3 and 9-12 are believed to be independently allowable for the following reasons. These claims stand rejected based on the same citations to *DeGroeve* as claim 1. With respect to claim 3, as shown above not only does *DeGroeve* fail to disclose determining a rating from accounting data, but also *DeGroeve* fails to disclose that the accounting data from which a rating is determined includes one or more of an average duration of the outstandingness of the payable accounts or a peak duration of the outstandingness of the payable accounts or the other data recited in claim 3. With respect to claim 9, *DeGroeve* fails to disclose assigning a fine to a party responsible for taking an

action when the action is not completed upon expiration of a time limit. Lastly, with respect to claims 10-12, *DeGroeve* fails to disclose the recitations of these claims for the reasons described below in relation to new claims 15-17.

III. New Claims 15-17

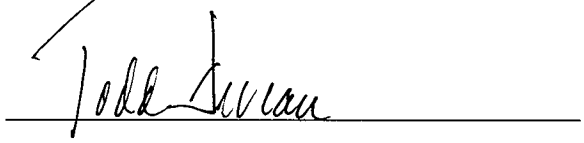
Applicant submits that new claims 15-17 are also allowable over the art of record. Claim 15 recites, "entering a criterion which, upon fulfillment thereof, initiates an action; repetitively checking a debt for fulfillment of the criterion; and initiating the action upon fulfillment of the criterion". The Office Action contends on page 4 (regarding dependent claim 10) that this is disclosed in *DeGroeve*; however, there is no cite to any particular portion of *DeGroeve*, and Applicant submits that this limitation is not taught, disclosed, or suggested anywhere in *DeGroeve*. Therefor, for at least these reasons, Applicant submits that claim 15 is allowable over *DeGroeve*.

Dependent claims 16 and 17 contain further limitations that are not taught, disclosed, or suggested in *DeGroeve*. No portion of *DeGroeve* teaches, discloses, or suggests sending data to a court or receiving a verdict from a court, as is recited in claims 16 and 17. Further, claims 16 and 17 are also allowable for at least the reason that the dependent claims 16-17 contain all elements of base claim 15. See, *e.g.*, *In re Fine*, 837 F.2d 1071 (Fed. Cir. 1988).

CONCLUSION

Applicant respectfully submits that Applicant's pending claims are in condition for allowance. Favorable reconsideration and allowance of the present application and all pending claims are hereby courteously requested. If, in the opinion of the Examiner, a telephonic conference would expedite the examination of this matter, the Examiner is invited to call the undersigned attorney at (770) 933-9500.

Respectfully submitted,



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